



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

January 22, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Courtney McCarty  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4557

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS10070-CLOTHING**  
Clothing, Linen & Textiles, Footwear and Scrubs

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OF  
KEY CONTRACT INFORMATION**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a two (2) year period from February 1, 2011 through January 31, 2013. Each contract may be renewed for two (2) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDORS:**

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|   |  |
|---|--|
| GSS10070-CLOTHINGV01<br><b>ATD American</b><br>135 Greenwood Ave.<br>Wyncote, PA 19095-1396<br>POC: Sharon Gowton<br>Phone: 215-576-1000<br>Email: <a href="mailto:American@atd.com">American@atd.com</a><br>FSF#: 0000017913                             | GSS10070-CLOTHINGV02<br><b>Bob Barker</b><br>134 N. Main St.<br>Fuquay Varina, NC 27526<br>POC: Sales Team<br>Phone: 800-334-9880<br>Email: <a href="mailto:customerservice@bobbarker.com">customerservice@bobbarker.com</a><br>FSF#: 0000032003 |
| GSS10070-CLOTHINGV03<br><b>Dover Army Navy Store</b><br>222 W. Loockerman St.<br>Dover, DE 19904<br>POC: Barbara Holleger<br>Phone: 302-736-1959<br>Email: <a href="mailto:doverarmynavy@netscape.net">doverarmynavy@netscape.net</a><br>FSF#: 0000024816 | GSS10070-CLOTHINGV04<br><b>Graves Uniforms</b><br>102 Savannah Rd.<br>Lewes, DE 19958<br>POC: Terry Havens<br>Phone: 800-441-8010<br>Email: <a href="mailto:info@gravesuniforms.com">info@gravesuniforms.com</a><br>FSF#: 0000025093             |
| GSS10070-CLOTHINGV05<br><b>Hanover Uniforms</b><br>529 West 29 <sup>th</sup> St.<br>Baltimore, MD 21211<br>POC: John Mintz<br>Phone: 800-541-9709<br>Email: <a href="mailto:jmintz@hanoveruniform.com">jmintz@hanoveruniform.com</a><br>FSF#: 0000006300  | GSS10070-CLOTHINGV06<br><b>Harbor Linen</b><br>2 Foster Ave.<br>Gibbsboro, NJ 08026<br>POC: Jonathan Kuhl<br>Phone: 800-257-7858 ext. 4269<br>Email: <a href="mailto:jkuhl@harborlinen.com">jkuhl@harborlinen.com</a><br>FSF#: 0000020248        |

**3. VENDORS (Continued):**

|   |   |
|---|---|
| GSS10070-CLOTHINGV07<br><b>OD Taragin</b><br>1400 Aliceanna St.<br>Baltimore, MD 21231<br>POC: Jonathan Shapiro<br>Phone: 410-276-7570<br>Email: <a href="mailto:odtar@erols.com">odtar@erols.com</a><br>FSF#: 0000005841               | GSS10070-CLOTHINGV08<br><b>RWM Embroidery</b><br>232 E. Glenwood Ave.<br>Smyrna, DE 19977<br>POC: Robert McGinnis<br>Phone: 302-653-8384<br>Email: <a href="mailto:bob@rwmembroidery.com">bob@rwmembroidery.com</a><br>FSF#: 0000000176 |
| GSS10070-CLOTHINGV09<br><b>SafGard Safety Shoes</b><br>2222 Hessler Blvd.<br>New Castle, DE 19720<br>POC: Tony Milan<br>Phone: 302-650-2696<br>Email: <a href="mailto:tmilan@safgard.com">tmilan@safgard.com</a><br>FSF#: 0000032543    | GSS10070-CLOTHINGV10<br><b>Tabb Textile</b><br>511 Pleasant Dr.<br>Opelika, AL 36801<br>POC: Marsha Thrift<br>Phone: 334-745-6762<br>Email: <a href="mailto:tabb@textilegroup.net">tabb@textilegroup.net</a><br>FSF#: 0000001368        |
| GSS10070-CLOTHINGV11<br><b>Uniform Manufacturing</b><br>PO Box 12716<br>Scottsdale, AZ 85267<br>POC: Nilo Saif<br>Phone: 800-222-1474 ext. 105<br>Email: <a href="mailto:nilo@umidirect.com">nilo@umidirect.com</a><br>FSF#: 0000022674 |   |

**4. SHIPPING TERMS:**

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F.O.B. destination.

**5. DELIVERY AND PICKUP:**

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F.O.B. destination; freight prepaid.

**6. PRICING:**

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Prices will remain firm for the term of the contract year. Please see attached Excel Spreadsheet, Appendix A, for pricing.

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. REQUIREMENTS:**

This contract will be issued to cover the Clothing, Linen & Textiles, Footwear and Scrubs requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**16. Active Agency vs. Passive Agency**

An active agency is defined as one who gives the vendor a list of items, colors, size and quantities to be inventoried and which will be purchased within a specific period of time. The purpose of being an active agency is to ensure product availability and to reduce the delivery time. An active agency may also be defined as one who gives the vendor advanced notice that his/her agency will be placing an order to facilitate a seasonal change or to uniform a graduating class.

A passive agency is defined as one who has NOT communicated to the vendor of his/her intent to purchase items covered by this contract but still wishes to place an order when the need to do so occurs.

**17. Item Description**

Vendors are to bid items as specified. Any changes to the specifications, i.e. description, quantity, sizing, color, packaging, etc., shall render your bid for that item non-responsive. Items shall be bid as requested. If you cannot provide the item requested, submit a no bid. **Do not change the description.**

**18. Guarantee Fit**

Vendor must fit employee and guarantee the fit at the time of delivery. All clothing shall be first quality, no irregulars.

### **19. Measurements/Alterations/Tailoring**

The cost of measurements, alterations and custom fittings shall be included in the quoted price for each applicable item. The time and date for custom fittings shall be at the convenience of the agency(s).

The successful vendors shall have on the premises tailoring and sewing equipment and skilled tailoring personnel to make quick, expert alterations and to take measurements. The successful vendor shall also have a tailor on duty that shall visit each agency to take measurements (including cadet classes), and make alterations.

When using samples for measuring and alteration purposes, the sample must be the exact style that is to be ordered.

**Tailor shall visit the agency within 3 to 5 days after notification.**

### **20. Invoice**

All invoices submitted shall be itemized and in the following format:

- a. Unit price of item(s)
- b. Cost of sewing on buttons, stripes, patches and emblems (if applicable) i.e.  
Buttons - \$.85  
½" nylatwist braid trouser strip - \$6.75  
Patch - \$1.00 etc.
- c. Total cost per item
- d. Total cost of the entire order

**Any invoice not submitted in the above format will be returned.**

### **21. Return Material Authorization**

Each ordering agency may return non-conforming material stock or special to the successful bidder at no charge to that agency. Immediate replacement is expected if required by that agency. No restocking charge is authorized for material returned to the successful bidder under non-conforming conditions. Any agency returning stock or special materials to the successful bidder due to the requirement changes may be liable for a (not to exceed) 15% restocking charge.

### **22. Back Order**

It is the responsibility of the contractor to notify the ordering agency immediately upon notification that an item is on back order. The contractor shall state the reason for the back order and the date the agency can expect delivery. After receiving this information the agency will make the determination to wait for the item or cancel it.

### **23. Quality of Clothing**

Bidders are hereby informed that clothing shall be first quality, no irregulars.

#### **24. Packaging**

All deliveries shall be packaged individually and the package shall be clearly marked on the outside with the purchase order number. The packing list shall include detailed information i.e.; customer name and sizes enclosed as needed in accordance with the purchase order to facilitate inspection and distribution of the product at destination. Additional request regarding packaging shall be negotiated between the ordering agency and the vendor.

#### **25. Delivery Terms**

Partial delivery will **not** be accepted for any item unless prior arrangements have been made with the cognizant agency. **Delivery for all clothing items SHALL be within thirty (30) days after receipt of order.**

**CORRECTIONAL OFFICER SERIES UNIFORM** – Standard size items **SHALL** be delivered within thirty (30) business days. All other items are to be delivered within sixty (60) days. A penalty of \$1.00 per day per item will be charged after sixty (60) days, if the delay is the fault of the vendor. This charge and collection shall be done by the individual agency. Deductions can be made from any outstanding invoices. The only exception to this charge is if the vendor provides documentation from the manufacturer stating that item(s) are on back order.

Vendors are required to identify which size they consider “**CUSTOM**” sizes and will require a longer shipping time. **This information must be submitted with the bid.**

#### **26. Inspection**

Upon delivery, the item(s) shall be inspected by an authorized representative from the respective agency, and if found to be defective or failing in any way to meet the specifications as indicated, it may be rejected.

#### **27. Catalogs**

The successful vendor(s) are required to make available upon request catalogs consisting of all offered items. The catalog shall include complete list of sizes and all colors available and a detailed description of each item sufficient for ordering purposes. Catalogs should be ready and available upon agency request.

The successful vendor(s) are required to offer the State of Delaware a percentage off golf/staff shirts and footwear in their standard clothing catalog. This percentage shall remain firm for the term of the contract. The vendor(s) is to also offer a percentage off of on-line pricing. Vendor shall ensure that the State of Delaware is afforded the same opportunity as the general public for special/promotional pricing offered on the Internet.

#### **28. Electronic Catalog Service & Training**

The awarded vendor may elect to offer on-line catalog ordering service. Access to this service must allow state agencies to purchase any item listed in the vendors standard supply catalog at the applicable contract price. The vendor shall provide end user training when requested by the agency. This training may be on an individual or group basis.